

**VOLUNTARY CLEANUP CONTRACT
17-6504-NRP**

**IN THE MATTER OF
619 29TH AVENUE NORTH, HORRY COUNTY
and
TOPGOLF USA MYRTLE BEACH, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Topgolf USA Myrtle Beach, LLC with respect to the Property located at 619 29th Avenue North, Myrtle Beach, South Carolina. The Property includes approximately 14 acres identified as a portion of Tax Map Serial Number 42400000013. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of September 19, 2017, and any amendments thereto, by Topgolf USA Myrtle Beach, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them

pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Topgol f" means Topgolf USA Myrtle Beach, LLC.
- B. "Bene ficiaries" means Topgolf's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Departm ent" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Topgolf or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Myrtle Beach Farms Company, Inc. 1933 to current

- B. Property and Surrounding Areas: The Property is bounded generally to the northeast by 29th Avenue North followed by South Atlantic Bank and Myrtle Beach Elementary and primary schools; to the southeast by vacant, wooded land followed by an electrical sub-station and multiple commercial properties; to the southwest by vacant, wooded land followed by Myrtle Beach Sports Center; and to the northwest by Robert M Grissom Parkway followed by the Broadway at the Beach shopping mall. The Property is an approximate 14-acre portion of a 34.33-acre parent parcel identified by Horry County TMS 42400000013.

According to the Phase I Environmental Site Assessment Report (Phase I) prepared by Professional Service Industries, Inc., dated May 30, 2017, the

Property was predominantly vacant, wooded land dating back to at least 1937. A residential structure was observed in the central portion of the Property, near 29th Avenue North, from 1951 to 1995. The topographic maps indicate the Property was located within Withers Swamp. Historical information indicate that a municipal landfill was located in the southeast portion of the property in the 1950's and 1960's. Past uses of the adjoining and surrounding properties include vacant/wooded, residential, school facilities, a landfill, an electrical sub-station, commercial/office, and a shopping mall. No drycleaners, gasoline stations or industrial manufacturing facilities were identified in proximity to the Property.

A Phase II ESA (Phase II) was conducted on the parent parcel to the Property in 2010. The Phase II was performed based on the findings of a previous Phase I ESA, which identified a former municipal landfill on the parent parcel. The initial assessment, conducted in 2008, consisted of the installation and sampling of three (3) temporary groundwater monitoring wells. No VOCs or SVOCs were detected in the initial assessment. Subsequent site work revealed suspect fill material and additional assessment was conducted in 2010. Ten groundwater samples were collected for laboratory analysis via direct push drilling, along the interpreted boundary of the former landfill. One VOC was detected (chloromethane) in two of the boring locations, and two SVOCs were reported (3,3-dichlorobenzidine and pentachlorophenol) in one soil boring. Pentachlorophenol was detected in excess of screening criteria. In addition, five permanent groundwater monitoring wells were installed and sampled. The laboratory results of the collected groundwater samples indicated levels of industrial solvents in two of the wells (MW-5 and MW-7). Vinyl chloride was detected in excess of the maximum contaminant level (MCL) in MW-7. A groundwater sampling event was also conducted in August 2011. The results were similar to the 2010 well sampling event, with solvents detected in MW-5 and MW-7; however, levels of vinyl chloride and trans 1,2-dichloroethene increased in MW-7 and MCL exceedances were identified for both. No VOCs or SVOCs were

identified in the remaining wells (MW-1 through MW-4, MW-6 and MW-8). Monitoring wells MW-2 and MW-6 are located on the Property.

C. Applicant Identification: Topgolf is a Delaware limited liability company with its principal place of business located at 8750 N. Central Expressway, Suite 1200, Dallas, Texas 75231.

D. Proposed Redevelopment: Topgolf will lease the Property and intends to develop the Property as a Top Golf entertainment venue, including one building and associated driving range with associated parking and landscape features.

CERTIFICATIONS

3. Topgolf has certified upon application that: 1) Topgolf is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. The Department shall ask TopGolf to perform work only to the extent to ensure the property is safe for the proposed commercial use. The Department and TopGolf anticipate that contamination that is not otherwise removed for development purposes (i.e., grading or geotechnical) may be left in place and will be addressed by capping as a result of development activities. Topgolf agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Topgolf, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results

shall be submitted by Topgolf, or its designee in accordance with the schedule provided in the initial Work Plan. Topgolf acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Topgolf agrees to perform the additional assessment and/or corrective action consistent with Paragraph 4.K of this Contract; however, Topgolf may seek an amendment of this Contract to clarify its further responsibilities. Topgolf shall perform all actions required by this Contract, and any related actions of Topgolf's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Topgolf shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a. Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical

Procedures.

- b. All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c. The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - d. the full EPA Target Analyte List (TAL);
 - a. EPA Target Analyte List excluding cyanide (TAL-Metals);
 - e. the full EPA Target Compound List (TCL);
 - a. EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - b. EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - c. EPA Target Compound List Pesticides (TCL-Pesticides);
 - d. EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - f. All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Topgolf's consulting firm(s), analytical laboratories, and Topgolf's contact

person for matters relating to this Contract and the Work Plan.

- a. The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b. Topgolf shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Topgolf in writing of approvals or deficiencies in the Work Plan.
 - 8). Topgolf, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
 - 9). Topgolf shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
 - 10). Topgolf shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

B. Topgolf shall preserve or document items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Topgolf shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

C. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards

and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.

- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

D. Assess Waste Materials and Segregated Sources:

- 1). Topgolf shall characterize for disposal any Waste Material and Segregated Sources that it excavates from the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Topgolf shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Topgolf shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Topgolf shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

E. Conduct a well survey:

- 1). Topgolf shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.

- 2). Topgolf shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Topgolf, of the well owner or occupant of the residence served by the well.

F. Landfill Cover Evaluation:

- 1). Topgolf shall conduct exploratory borings adjacent to the landfill as described in Paragraph 4.H below, to assess the extent of the landfill and, if Waste Materials are identified, to evaluate the depth of the existing cover. Additionally, Topgolf shall ensure that a suitable cover of impervious surfaces or at least two feet of clean soil remains over the footprint of the landfill or implement other measures, which shall prevent exposure to the Waste Materials. It is understood that this provision applies only to areas where Waste Materials are present in the subsurface, and is limited to the Topgolf property. The locations will correspond with the locations selected in Paragraph 4.H below.

G. Methane Evaluation:

- 1). Topgolf shall evaluate methane concentrations on the Property by installing a minimum of eight (8) monitoring points to be installed in the following locations: four monitoring points will be installed in the southern corner, close to the edge of the former landfill; two monitoring points will be installed between the former landfill and the proposed building; and two monitoring points will be installed within the proposed building footprint. If a methane concentration on the Property exceeds an applicable lower explosive limit, Topgolf agrees to implement a methane-monitoring program by sampling the monitoring points on an annual basis.
- 2). If a methane concentration on the Property exceeds an applicable lower

explosive limit, the development of the Property shall include venting or other appropriate methane gas engineering controls to protect human health. Appropriate methane gas engineering controls shall be specified in a Department approved methane gas monitoring and control plan.

H. Assess soil quality across the Property:

- 1). Topgolf shall collect and analyze three (3) soil samples from three (3) borings (one sample from each boring) installed in the southern corner, adjacent to the former landfill. Such sample shall be collected (within 0-1 foot below ground surface).
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. One of the three surface soil samples shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

I. Assess groundwater quality:

- 1). Topgolf shall assess groundwater quality and flow direction across the Property. Flow direction shall be established using available historical and newly acquired data. Groundwater quality assessment shall be based on samples from existing wells MW-2 and MW-6
- 2). Samples from MW-2 shall be analyzed for TAL- Metals, VOCs and SVOCs. The sample from MW-6, located on the south part of the property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

J. Evaluate and control potential impacts to indoor air:

- 1). Topgolf shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting commercial exposures consistent with the building construction that is proposed to be used on the Property. Previous groundwater testing within the building footprint has not revealed concentrations in excess of EPA VISL limits for volatile organics.
- 2). If required, Topgolf shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a. Topgolf's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of five (5) soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c. Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a

hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Topgolf shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. The Department agrees that Topgolf may do so by implementing engineering controls in accordance with a Department approved plan to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.

- 4). Topgolf may implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.J of this Contract.

K. Institute reasonable Contamination control measures:

- 1). Topgolf shall remove from the Property and properly dispose of all Segregated Sources of Contamination encountered on the Property, and all Waste Materials that it excavates during its development activities.
 - a. Topgolf shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b. Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property by covering them with an impervious surface or at least two feet of clean fill. Topgolf shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Topgolf shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination (if discovered) in any media on the Property. Upon Department approval of the corrective measures, Topgolf shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to

implementation, and shall be consistent with the intended future use of the Property. The Corrective Measures Plan may explain how the Property development will serve as suitable engineering controls to prevent exposure to the potential Contamination on the Property.

- a. Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:
 - a. Waste Material present in the landfill, if encountered during Site development and unsuitable to remain in place beneath the cover of impervious soil or clean soil.
 - b. Topgolf may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Topgolf shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - c. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
 - d. If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens

and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e. Upon completion of any corrective measures, Topgolf shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Topgolf shall comply with a Department approved Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
 - 4). For engineering controls that are implemented to prevent exposure to Contamination, Topgolf will comply with a Department approved Stewardship Plan.

L. Monitor and/or abandon the monitoring wells:

- 1). Topgolf shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination. To date, groundwater contamination requiring a groundwater-monitoring

program has not been identified at the Property. If concentrations identified during the VCC assessment are consistent with historical data and do not exceed published or calculated site-specific cleanup levels, a groundwater-monitoring program will not be required.

- 2). If a monitoring program is required, the Department will determine the frequency and duration of the monitoring program on a case-specific basis. Such program will be designed to avoid interference with Topgolf's use and enjoyment of the Property.
- 3). Topgolf shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

5. Topgolf shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Topgolf agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Topgolf.

PUBLIC PARTICIPATION

6. Topgolf and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Topgolf.

B. Topgolf shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by Topgolf USA Myrtle Beach, LLC under Voluntary Cleanup Contract 17-6504-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Topgolf. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Topgolf shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Topgolf agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Topgolf shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Topgolf shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Topgolf shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this

Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Topgolf shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Topgolf shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Landowner and Topgolf or its beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property requiring the maintenance of an impervious cover or at least two feet of clean soil over the landfill area of the property that cannot be disturbed and prohibiting the use of groundwater (but not dewatering for construction purposes) at the Property. Notwithstanding the

foregoing, the intended use of the Property by Topgolf as an entertainment and event venue that includes an artificial turf-surfaced driving range shall be permitted. Topgolf shall also include the restrictions as specified in this Paragraph 9 in the lease that it enters into with the current owner of the Property. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to the current landowner and Topgolf. An authorized representative of the current landowner and an authorized representative of Topgolf shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Topgolf shall record the executed Declaration with the Office of Register of Deeds for Horry County.
- C. Topgolf shall provide a copy of the recorded Declaration to the Department and to the current landowner within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, the current landowner may create a new parcel of that portion of the Property that will be subject to the Declaration.
- E. If the current landowner sells the Property subject to the Declaration at any time during the tenancy of Topgolf or its beneficiaries, the Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the

Property and subject to the Declaration.

- F. The Declaration shall reserve a right of reasonable entry and inspection for Topgolf or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- G. The restrictions established by the Declaration shall remain on the Property for the duration of Topgolf's or its Beneficiaries' tenancies on the Property and shall automatically terminate so as to be of no further force or effect upon termination of the lease between Topgolf or its Beneficiaries and Landowner. Landowner, Topgolf or its Beneficiaries shall notify the Department in writing that the tenancy of Topgolf and any of its Beneficiaries has terminated.
- H. Topgolf or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status for so long as Topgolf or any of its Beneficiaries is a tenant of the Property. The procedure shall be reviewed and approved by the Department before it is implemented.
- I. The Declaration shall provide that the Department has an irrevocable right of reasonable access to the Property, and such right of access shall remain unless and until all response actions are accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- J. Topgolf, or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Topgolf shall be submitted to Topgolf's designated contact person who as of the effective date of this Contract shall be:

William Davenport
Topgolf USA Myrtle Beach, LLC
8750 N. Central Expressway, Suite 1200

Dallas, Texas 75231

FINANCIAL REIMBURSEMENT

11. Topgolf or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Topgolf on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

William Davenport
Topgolf USA Myrtle Beach, LLC
8750 N. Central Expressway, Suite 1200
Dallas, Texas 75231

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. Topgolf agrees the Department has an irrevocable right of reasonable access to the Property for environmental response matters the Property. The Department will provide Topgolf at least five (5) days advance notice before it accesses the

Property, except in cases of emergency, and shall avoid unreasonable interference with Topgolf's use and enjoyment of the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Topgolf or its Beneficiaries for the Property under this Contract as follows:

- A. To pgolf or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursua nt to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Topgolf or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Topgolf or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's

covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Topgolf or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Topgolf or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Topgolf shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Topgolf, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Topgolf or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, Topgolf or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or

entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Topgolf or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Topgolf, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before

termination, shall provide Topgolf or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Topgolf's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Topgolf or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Topgolf or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Topgolf or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Topgolf or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Topgolf's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Topgolf or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Topgolf or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

- D. Termination of this Contract by any party does not end the obligations of Topgolf or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Topgolf and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Topgolf and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Topgolf or its Beneficiaries.

- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Topgolf or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Topgolf and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Topgolf or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Topgolf and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Topgolf and its Beneficiaries, to perform or pay for response actions at the Site. The Department will not unreasonably interfere with Topgolf's use and enjoyment of the Property for its intended use. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY TOPGOLF

19. Topgolf retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Topgolf and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Topgolf and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Topgolf and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Topgolf or its Beneficiaries. Topgolf and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY TOPGOLF AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Topgolf and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

TOPGOLF USA MYRTLE BEACH, LLC

BY:

DATE:

W.D.

December 6, 2017

WILLIAM DAVENPORT, MANAGER
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Topgolf USA Myrtle Beach, LLC

September 19, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual / Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government/ Other Public Funded Entity

3. Applicant's Legal Name Topgolf USA Myrtle Beach, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

William Davenport

Manager

mark.foster@topgolf.com

Name

Title

Email

8750 N. Central Expressway, Suite 1200

303-910-5470

Address

Phone1

Phone2

Dallas

Texas

75231

City

State

Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="radio"/>
		() -		<input type="radio"/>
		() -		<input type="radio"/>

5. Physical Location of Applicant's Headquarters

8750 N. Central Expressway

1200

Street address

Suite Number

Dallas

Texas

75231

City

State

Zip

6. Mailing address: ☒ Same as Authorized Signatory ☐ Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Topgolf USA Inc.

Name

Name

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

W.D. Foster
Authorized Signatory

Co Signatories

RECEIVED

SEP 19 2017

SITE ASSESSMENT
REMEDIATION &
REVITALIZATION

II. Property Information

9. Location

a. Physical Address 617-619 29th Avenue N., Myrtle Beach, S.C. 29577

b. County Horry

c. ☐ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of Myrtle Beach
(town/city)

10. List any Companies or Site names by which the Property is known

Myrtle Beach Farms Company Inc.

11. Total Size of Property Covered by this Contract 14 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

Commercial Entertainment

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 42400000013
b. Acreage 14
c. Current Owner Myrtle Beach Farms Co
d. Owner Mailing Address 8820 Marina Pkwy
Myrtle Beach, S.C.
29572
e. Contact Person for Access Chad Carlson
f. Access Person's Phone # 843-848-4408
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

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b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The 14-acre property is proposed for development as a Top Golf entertainment venue, including one building and associated driving range outfield with associated parking and landscape features. Figure 1 attached hereto depicts the proposed layout of the development. As currently envisioned, the property is a long rectangle oriented northwest-southeast. Paved parking will be located in the most northwesterly portion of the property, followed by a commercial structure housing the public entertainment area, where the public can participate in the electronic scoring games associated with the driving range. Food and drink are served at the facility. The remainder of the property, extending to the southeast, will be developed as the "outfield" which includes several subgrade "targets" used for point scoring. The public will have no access to the outfield area, which is located closest to the landfill area. Netting surrounds the outfield area to contain stray golf balls. Net pole supports are installed to moderate depth for stability and are concreted into place. There will be no residential use of the property.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☒ Yes ☐ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Approximately 400
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ _____

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 11 / 25 / 17 (lease)

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. . Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

Professional Service Industries Inc.

Company

5021-A West WT Harris Blvd.

Charlotte

N.C.

28269

Address

City

State

Zip

Elizabeth Noakes

678-354-3029

elizabeth.noakes@psi

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
 Dentons US LLP
 Firm
 Todd Silliman 404-527-4914
 Attorney Phone1 Phone 2
 303 Peachtree Street Atlanta GA 30308 todd.silliman@dentons.
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☐ Same as Contact person in #6 above Go to question #26

Financial Contact Title
 Company Phone
 Address
 City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.


 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

- ☒ New report completed in the past six months by Professional Service Industries
 (Name of Environmental Firm)
☐ Older report updated in the past six months by _____
 (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

- ☐ The Applicant is not aware of any environmental testing on the property
☐ The Applicant believes the Department already has all environmental data in its files on: _____
 (Site Name)
☒ The Following reports are attached:

Report Date	Report Name	Environmental Firm
July 2017	Groundwater Sampling Report	Professional Service Industries
August 2011	Groundwater Monitoring Report	The Booth Company, Inc.
October 14, 2010	Phase II Environmental Site Assessment	The Booth Company, Inc.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

- ☐ Enclosed with this Application as an Attachment
☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

ALL AND SINGULAR that certain piece, parcel or tract of land lying and situate in the City of Myrtle Beach, Horry County, South Carolina, shown and depicted as “Myrtle Beach Farms Company, Inc., portion of Pin #424-00-00-0013, see reference #1 (portion of Tract 7), Total Area, 559,663± sf, 12.85± ac.” on that certain plat entitled “Map of 12.85± Acres of Land” prepared by DDC Engineers, Inc. for TopGolf USA Myrtle Beach, LLC and Myrtle Beach Farms Company, Inc., dated August 25, 2017, and revised October 20, 2017 and November 9, 2017, and recorded _____, 2017, in Plat Book _____ at Page _____, in the Office of the Register of Deeds for Horry County, South Carolina, reference to such plat being craved and forming a part of this description and further described as follows:

Beginning at a point on the eastern right-of-way of Robert Grissom Parkway; thence with said right-of-way; N 37°26’47” E, 431.80’ to a point on a site triangle at the intersection of Robert Grissom Parkway and 29th Avenue North; thence with said site triangle; N 82°02’00” E, 71.36’ to a point on the southern right-of-way of 29th Avenue North; thence with said right-of-way S 53°22’41” E, 1231.03’ to a point; thence through Tract 7 the following metes and bounds; S 36°37’19” W, 306.82’ to a point; thence N 68°06’02” W, 642.35’ to a point; thence S 60°42’05” W, 12.90’ to a point; thence N 53°22’48” W, 661.54’ to the Point of Beginning and having an area of 12.85± acres, more or less.

This property is bounded on the West by Robert Grissom Parkway, on the North by 29th Avenue North, on the East by Myrtle Beach Farms Co., Inc. – Tract 7 and on the South by Myrtle Beach Farms Co., Inc. – Tract 5 & 7.